

**Valley Agricultural Software, Inc. (“VAS”)
END-USER LICENSE AGREEMENT (“EULA”)**

VAS understands how important your privacy and data ownership are to you. We are committed to protecting the privacy of your data and the information that VAS and you share.

You own your data.

We will not disclose data or information that could identify you or your business without your permission. VAS wants you to be informed and to provide the transparency necessary for you to understand how your data is used and how VAS is creating data that you can use to improve your enterprise.

VAS creates value for you through its software by creating computational data, hosting data, formatting data, and providing technology to help you focus on making the best decisions for your business and to provide you with new insights about your enterprise. To do that, we need a license to use your data. And you need a license to use our data and technology.

This EULA is part of our commitment to transparency and your data ownership and privacy. It lays out terms and conditions to help you understand the details of your and VAS’s rights and obligations as we work together to improve your enterprise. It covers the following:

- That you own your data
- Mutual licenses for VAS data and your data needed to provide services and products
- Incorporating new and more robust privacy policy to protect data and privacy
- Protecting VAS’s software and system
- Additional anonymity promises

Here are some things this EULA does *not* do:

- It does *not* let us access your computers without your permission
- It does *not* let us access your system without your permission
- It does *not* let us share your files with third parties without your permission
- It does *not* prevent you from sharing data to comply with law nor does it prohibit you from working with consultants

This EULA is for all software-license subscriptions that you have with VAS. If you wish to subscribe to a VAS software-as-a-service offering, please contact VAS for subscription information and a copy of VAS’s End User Subscription Agreement, which covers subscriptions that include software as a service.

(See www.vas.com for additional details, including our Privacy Policy at <http://web.vas.com/privacy>, which is part of this EULA)

If you have any further questions about this EULA please contact us at legal@vas.com.

EULA Terms & Conditions

Nature & Purpose of the EULA: This EULA is a legal agreement between You (either an individual or a single entity) hereafter also referred to as (“User”) and VAS for VAS software that accompanies this EULA or is otherwise provided by VAS to User, including computer software and any associated media, printed materials, online or electronic documentation, any copyrighted organization and formatting of data and databases created by the computer software or VAS, and Internet-based services hereafter referred to as (“Software”). An “Affiliate” is any person (natural or legal) that directly or indirectly controls, is controlled by, or is under common control with Valley Agricultural Software, Inc. “Control” is presumed if at least one of the following conditions is present: (a) for corporate entities, owning at least fifty percent of the stock or shares, directly and indirectly, having the right to vote for the election of directors or any direct or indirect parent of that corporate entity, and (b) for non-corporate entities, owning at least fifty percent of the equity interest, directly or indirectly, with the power to direct the management and policies of that non-corporate entity.

There will be times when You need to update the Software to keep using the Software or to improve or fix technical issues related to the Software. Indeed, we may check the version of the Software You have licensed and recommend updates to You. These updates are subject to this EULA, unless other terms accompany the updates. In that case, the other terms will apply. VAS has no obligation to provide any updates, and we do not guarantee that VAS will support the software version You licensed or the device on which You run the Software You licensed.

Also, VAS may have to remove or makes changes in the functionalities or features of the Software or stop providing access to the Software completely. Unless otherwise required by applicable law, VAS is under no obligation to provide new downloads or replacement materials related to any Software You licensed. Additionally, VAS may offer and you may use beta versions of the Software that may not work correctly or may work differently than the final version.

An amendment or addendum to this EULA may accompany the Software. You agree to be bound by the terms of this EULA by installing, copying, or otherwise using the Software, if You do not agree, do not install, copy, or use the software; You may return it to your place of purchase for a full or partial refund within 90 days of delivery date, if applicable.

This EULA may be periodically updated. Any updates will be emailed to Users and made available on www.vas.com. You agree to be bound to the terms of any updated EULA by installing, copying, or otherwise using the Software after notice of the updated EULA. If You do not agree to the updated EULA, do not install, copy, or continue use of the software; You may return it to your place of purchase for a partial refund within 30 days of notice of the updated EULA, if applicable.

Software License: VAS hereby grants User a limited, non-transferable, license to use the Software in the manner described in this EULA. Regardless of the method of marketing, the Software is **not** in the public domain. It is copyrighted by VAS, all rights reserved. Copying, selling, or otherwise distributing this Software is a violation of the law.

You may use the Software only on a single machine with only one concurrent input terminal (i.e., only one user at a time). All copying of the Software and the media is strictly prohibited except for loading the Software from the media into the computer memory for the purpose of executing the program and, where the documentation included in Software expressly permits it, for back-up purposes in support of your use of the Software on a single machine. You must reproduce the copyright notice displayed on the media package on each permitted back-up copy. If two copies of the program are required to perform the functions of the program, contact VAS immediately for Network/Multi-User licensing. You are granted no other right to copy, duplicate, modify, adapt or lend, sell, rent, substitute, or otherwise transfer to any third party the Software. Nor can you grant any third party access to the Software. You are granted no right to use the source code of the Software in any manner.

Copies of the Software created or transferred under this EULA are licensed, not sold, and User receives no title to or ownership of any copy of or the Software itself. Furthermore, User receives no rights to the Software other than those specifically granted under this provision. Without limiting the generality of the foregoing, User will not: (a) modify, create derivative works from, distribute, publicly display for others to copy, publicly perform for others to copy, or sublicense the Software; (b) use the Software for service-bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.

Data and System Access: User owns the raw data. Use of Software provides User access to some aspects of VAS's data and System. It also requires that VAS use the User's raw data.

Definitions: "access" means any use or implementation or any permission to use or implement; "data" means any information or combination of information, including information protected by intellectual-property rights, like copyright; "System" means any software, hardware, firmware, network, or any combination thereof provided, used, owned, leased, or implemented by VAS or under its direction or control; "raw data" means data gathered by or created by User or on behalf of User without using the System or Software that is inputted by User or on behalf of User into the System or Software.

VAS's data includes computational data and hosted data. Any access to Software, computational data, hosted data, or System given to User by VAS is for User's own use. User cannot provide any third party access to hosted data. Indeed, User cannot provide access to the Software, computational data, hosted data, or System to any third party—even if that third party is accessing the Software, computational data, hosted data, or System on behalf of or to help User. User may request that VAS provide a third party with temporary access for limited purposes related to helping User run its

business. VAS will determine whether to grant temporary access on a case-by-case basis, and VAS is under no obligation to grant that temporary access. Any access of Software, computational data, hosted data, or System by a third party that is beyond the access provided in this EULA is without authorization or exceeds authorized access as defined in 18 U.S.C. § 1030(a)(2)(C) and is without permission as defined in California Penal Code § 502. Nothing in this provision is meant to preclude or prevent User from complying with any applicable laws or participating in government-sponsored programs meant to support, improve, or study the dairy industry or dairy farming.

Definitions: “computational data” means data produced, processed, organized, or formatted by VAS, the System, or the Software, even if that data incorporates, is based on, is related to, arises out of, is a copy of, or uses raw data, and “hosted data” means any data maintained or found on the System or otherwise maintained or stored by VAS.

User grants VAS and its Affiliates a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide license to use, publish, copy, and sublicense the raw data.

VAS owns the computational data. VAS grants User a limited, non-exclusive, and worldwide license to use the computational data in the operation of its business—this license expires upon the expiration of this EULA. User does not claim any ownership interest in the computational data, and to the extent User has any ownership interest in the computational data—despite the existence of this provision—User assigns any and all interest to VAS. To the extent any such interest cannot legally be assigned, User grants VAS and its Affiliates a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide license to use, publish, copy, share, sell, and sublicense any such unassignable interest. If VAS and its Affiliates share computational data with other entities or persons that are not VAS or its Affiliates, that data would be anonymous—it could not be used to identify the User—and generally this sharing would be done for the benefit of the User or the industry; for example, for benchmarking. Without limiting the generality of the foregoing, User does not have permission to share or provide computational data to any party that offers services, products, or software that compete with VAS or that is also a customer of VAS without the express written consent of VAS.

VAS also creates and maintains databases that are governed by Sui Generis Database Rights. VAS owns all Sui Generis Database Rights in any database hosted, produced, created, originated, formed, or formatted using the System or Software and in any database hosted, produced, created, originated, formed, or formatted on or in the Software or System. To the extent that User owns any part of these Sui Generis Database Rights—despite the existence of this provision—User assigns them to VAS. If User is not able to legally assign these rights, User grants VAS and its Affiliates a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide license to use, publish, copy, share, sell, and sublicense these rights. VAS grants User a personal, limited, worldwide, non-exclusive, and royalty-free license to use and download any copyrighted databases or databases protected by Sui Generis Database Rights in the form of data reports or data exports; this license expires upon the termination of this EULA.

Definitions: “Sui Generis Database Rights” means any rights—excluding copyright—derived from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended or succeeded, in addition to any other equivalent rights anywhere in the world.

Without limiting the generality of the foregoing, VAS does acknowledge that certain categories of third parties—who do not compete with VAS—are pre-approved as third-parties that User can share computational and hosted data with, assuming those third parties are not sharing the computational and hosted data with competitors of VAS:

- Value-added re-sellers of VAS;
- Milk Recording organizations for purposes of regular milk testing and herd improvement;
- Consultants, veterinarians, and nutritionists using analyzer version of VAS programs and services;
- Universities for research purposes; and
- Other dairy industry companies, such as genetic or pharmaceutical companies, offering data-driven advice back to the farm.

As part of this pre-approval, VAS reserves the right to request, upon reasonable notice, a list of third parties that User has shared computational data and hosted data with. VAS will give at least 30-days’ notice when requesting such a list and will not make excessive requests during the subscription or license period. VAS may decide to never exercise this right. VAS will not share this list with other dairies or farmers. VAS will inform User if any particular third party that otherwise qualifies under this pre-approval program is no longer pre-approved. In addition, based on its own criteria, VAS may, in its complete discretion, inform User that previously disclosed or pre-approved third parties are no longer pre-approved or authorized to receive computational data or hosted data without VAS’s express permission before disclosure or sharing, in accordance with the other data-sharing provisions of this EULA.

VAS also maintains or has access to third-party data. User does not have any right to third-party data. Nor does anything in this EULA give User the right to use the System or Software to access, obtain, or copy third-party data.

Definition: “third-party data” means any data inputted, created, or gathered by a party that is not User or VAS, unless that data is inputted, created, or gathered by a third party on behalf of User.

Waiver of warranties regarding data: Any data provided by VAS to User—including raw data, computational data, and hosted data—is provided on an as-is basis and without any warranties.

Termination of access: User’s access of the System and Software terminates upon termination of this EULA. User has the right to request in writing a copy of its raw data at any time while this EULA is in effect and within 45 days of termination of this EULA. User understands that the raw data will not necessarily be provided in the form that it is found in the System or Software or as presented by the Software.

With regard to how VAS treats data that can identify any natural person and privacy issues, please refer to VAS's Privacy Policy available at www.vas.com.

Limited Warranty, Limitation of Liability: VAS warrants to you that the media (i.e., the magnetic media on which the Software is recorded) will be free from defects in materials and workmanship for a period of 90 days from the date of delivery to you, as evidenced by a copy of your receipt (the "Delivery Date"). VAS also warrants to you that the Software will perform substantially in accordance with any accompanying documentation included as part of Software for a period of 1 year from the Delivery Date when used as directed. There are no other expressed or implied warranties (including implied warranties of merchantability and fitness for a particular use) regarding the Software or media. Except any implied warranties which cannot be disclaimed under applicable law, any such implied warranties covering the media are limited in duration to 90 days from the Delivery Date. Any such implied warranties covering the Software are limited in duration to 1 year from Delivery Date. Your sole and exclusive remedy for any breach of warranty is that VAS, at its option, either will refund or repair the Software.

VAS does not warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free. The foregoing warranties do not apply if you mishandle, alter, or improperly use or store the Software or media. Although changes or improvements to the Software may be made, VAS will be under no obligation to provide them to You, unless You remain an active registered user and maintain Software maintenance agreements. VAS is not responsible for problems caused in the operating characteristics of computer hardware or computer-operating systems which are made after the release of the Software. If the media or Software are not as warranted, VAS will replace it on an exchange basis without charge. In addition to the foregoing warranties, if for any reason you are not satisfied, you may return the Software and media and all copies (if any) made therefrom, to VAS within 90 days of the Delivery Date, and VAS will refund your payment for the license fee less installation/hardware costs. Such a return will terminate all your rights to use the Software.

Exclusive Remedy: The parties agree that the remedies set forth in this EULA constitutes the sole and exclusive remedies available for any breach of this EULA, including any breach of warranty, whether expressed or implied. VAS's sole obligation and User's exclusive remedy for any warranty failure is the correction or replacement of the nonconforming Software or hardware products or the refund of an amount not to exceed the actual payments paid by User to VAS for the nonconforming Software or products.

Limitation of Liability for Consequential Damages: The parties expressly agree that VAS will not be liable for consequential damages, including but not limited to acts of third parties, whether authorized or unauthorized, that cause any type of loss; loss of data for any reason; damage to equipment caused by electrical surges, static charges, or other related causes; or loss of business opportunities or actual losses related to equipment or service failure.

Trade Secrets: You acknowledge that the Software contains trade secrets of VAS. You agree to take all steps necessary to protect the Software, as well as any copies thereof, from disclosure. VAS reserves the right to copy protect the Software and media with any means possible either by software or hardware solutions. Should such a protection plan take effect, you agree to protect the Software, and you may not modify or remove said copy protection.

Exports: User will not: (a) permit any third party to access or use the Software or System in violation of any U.S. law or regulation; or (b) export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, User will not permit any third party to access or use the System, or export the Software to, a country subject to a United States embargo.

Assignment of Contract Obligations: Neither party may assign this EULA or any rights or obligations hereunder without the other's express written consent, except that either party may assign this EULA to the surviving party in a merger of that party into another entity or an acquisition of all or substantially all that party's assets. An assignment authorized by the preceding sentence will not become effective unless and until the assignee agrees in writing to be bound by all the assigning party's rights and obligations as set forth in this EULA. Except to the extent forbidden by this provision, this EULA will be binding upon and inure to the benefit of the parties' respective successors and assigns.

Termination: If you violate any item of use set forth above, this EULA and the license provided hereunder will be automatically terminated, and you agree to return the Software, media, and all copies (if any) made therefrom, to VAS at the address below. Your obligations under the EULA will remain in effect until you have returned all those materials. You may voluntarily terminate the license by similarly returning the Software, media, and all copies to VAS. If the license is terminated automatically or voluntarily more than 90 days after the Delivery Date or 30 days after notice of an updated EULA—whichever is later—you will not be entitled to any refund from VAS. This EULA also automatically terminates upon User ceasing to pay subscription fees in exchange for the rights granted under this EULA.

Returns, Non-Acceptance: Any returns should be made to the following address after a RMA number has been issued:

Valley Agricultural Software: 3950 South "K" STREET - TULARE, CA 93274 -
USA For warranty service, Call VAS at 559-686-9496, FAX: 1-559-686-6253
EMAIL: info@vas.com URL: www.vas.com You will be given instructions regarding
packing, shipping and RMA Numbers

General: You acknowledge that you have read this EULA, understand it, and agree to be bound by its terms. The agreement between you and VAS regarding the Software, data, System, and media consist solely of this EULA. The EULA does not include any other prior or contemporaneous promises, representations or descriptions regarding the Software, data, System, or media, even if

they are contained in materials provided by VAS. This license may only be modified in a written amendment signed by an authorized officer of VAS. If any provisions of this EULA are invalid under applicable law, they are, to that extent, deemed omitted. This EULA and performance hereunder will be governed by and construed in accordance with the laws of the State of California, without reference to choice-of-law principles. The parties to this EULA irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Tulare County, California, for all disputes arising out of or relating to this EULA or the Software.

Authority to bind: If User is using Software on behalf, as an employee, or agent of another person or entity, including a corporation or other non-natural person, User represents and acknowledges that it has the authority to bind that person or entity to this EULA and that User, as used herein, includes that person or entity, who will be bound by this EULA.